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4 BILL NO. S-77-04-03

5 SPECIAL ORDINANCE NO. S-78-77

6 AN ORDINANCE approving a contract  
7 with Martin, Inc., for Resolution  
8 No. 5752-1977.

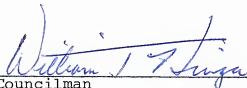
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated March 30, 1977,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and Martin, Inc., for:

14 Resolution No. 5752-1977: Demolish buildings  
15 and structures and clearing site at "Old Crown  
16 Brewery" building, west of Syp Run Avenue more  
particularly located on part of Lots #2, and #3  
in C. L. Centlivre Brewing Co. Addition and part  
of the Old Feeder Canal.

17 for a total cost of \$74,315.00, all as more particularly set forth  
18 in said contract which is on file in the Office of the Board of  
19 Public Works and is by reference incorporated herein, made a part  
20 hereof and is hereby in all things ratified, confirmed and approved

21 SECTION 2. This Ordinance shall be in full force and  
22 effect from and after its passage and approval by the Mayor.

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27   
28 Councilman

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34 APPROVED AS TO FORM  
AND LEGALITY.

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CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by V. Schmidt and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 4-12-77

Charles W. Hinton  
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 4/26/77

Charles W. Hinton  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~)

ORDINANCE (~~RESOLUTION~~) No. 5-78-77 on the 26th day of April, 1976.

ATTEST: (SEAL)

Charles W. Hinton  
CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of April, 1976, at the hour of 11 o'clock A M., E.S.T.

Charles W. Hinton  
CITY CLERK

Approved and signed by me this 4th day of May, 1976, at the hour of 8:30 o'clock 9 M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-77-04-03

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with Martin, Inc., for Resolution No. 5752-1977

have had said Ordinance under DO consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

- WILLIAM T. HINGA - CHAIRMAN
- JAMES S. STIER - VICE CHAIRMAN
- VIVIAN G. SCHMIDT
- PAUL M. BURNS
- FREDRICK HUNTER

*William T. Hinga*  
*James Stier*  
*Vivian G. Schmidt*  
*Paul M. Burns*  
*Fredrick Hunter*

DATE 4-26-77 CONCURRED IN  
CHARLES W. WESTERMAN CITY CLERK



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

March 21, 1977

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

A contract has been let to Martin, Inc. in the amount of \$74,315.00 for the demolition and site clearing at "Old Crown Brewery" location at Spy Run and Clinton. This was the low of four bids received.

The State Highway will redesign the intersection and is most anxious to see the demolition in progress so they can schedule their portion of the project for bids. Martin, Inc. is in a position to begin work as soon as Councilmanic approval is received. The Board, therefore, requests a "Prior Approval" of their contract.

An Ordinance will be submitted for formal approval as soon as contract documents are executed.

Sincerely,

BOARD OF PUBLIC WORKS

*Henry P. Wehrenberg*  
Henry P. Wehrenberg, Chairman

CITY OF FORT WAYNE

*Robert E. Armstrong*  
Robert E. Armstrong, Mayor

/eis  
Attachments

APPROVED:

*William H. ...* *James H. ...* *John ...*  
*Samuel H. ...* *D. Schmidt*  
*Vincent ...* *Samuel ...*  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Westerman*  
Charles W. Westerman, City Clerk

PROJECT OLD CROWN BREWERY BUILDINGS DEMOLITION BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER  
FORT WAYNE INDIANA

DATE MARCH 10, 1977 RES. NO. 5752-1977 WA

DATE MARCH 10, 1977 RES. NO. 5752-1977

~~MATERIAL~~

CONTRACTORS			ESTIMATE	EXTENSION	MARTIN, Inc.		WESTSIDE CONST. Co., Inc.		HARRY SOOCHIE CONST. Co., Inc.		GRIFFIN ENTERPRISES Inc.	
STREETS— QUAN	ALLEYS— UNIT	SIDEWALKS MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
1	L.S.	BUILDING DEMOLITION, DISPOSAL AND CLEAN UP	20,000 <sup>00</sup>	20,000 <sup>00</sup>	50,000 <sup>00</sup>	50,000 <sup>00</sup>	52,145 <sup>00</sup>	52,145 <sup>00</sup>	64,500 <sup>00</sup>	64,500 <sup>00</sup>	78,982 <sup>00</sup>	78,982 <sup>00</sup>
1	L.S.	SPECIAL BACKFILL AND COMPACTION	30,000 <sup>00</sup>	30,000 <sup>00</sup>	24,315 <sup>00</sup>	24,315 <sup>00</sup>	26,335 <sup>00</sup>	26,335 <sup>00</sup>	15,000 <sup>00</sup>	15,000 <sup>00</sup>	20,000 <sup>00</sup>	20,000 <sup>00</sup>
TOTAL				100,000 <sup>00</sup>		74,315 <sup>00</sup>		78,480 <sup>00</sup>		79,500 <sup>00</sup>		98,982 <sup>00</sup>

64-176-15 3/30/77

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by and between

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5752-1977: Demolish buildings and structures and clearing site

by grading and paving the roadway to a width of XXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXX

At the following prices:

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5752-77 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before June 1, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19       until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

MARTIN INC.

BY: Harold G. Smith

ITS: Vice President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry G. Wehrhans  
Ed W. Luman  
May G. Smith  
Robert A. Armstrong  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

Thomas J. Br...  
CITY ATTORNEY



# GUARANTY BOND

Know All Men by These Presents, That we \_\_\_\_\_  
-----MARTIN, INC.-----Contractors

as principal, and \_\_\_\_\_

-----AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SEVENTY FOUR  
THOUSAND, THREE HUNDRED FIFTEEN DOLLARS AND NO CENTS -----

----- (\$74,315.00)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said \_\_\_\_\_

-----MARTIN, INC.-----

did on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, enter into a contract with the City of Fort Wayne to construct a

on Resolution No. 5752-1977 ~~Street~~ Demolish buildings and structures

and clearing site at "Old Crown Brewery" building, west of Spy Run Avenue more

particularly located on part of Lots #2 and #3 in C. L. Centlivre Brewing Co.

Addition and part of the Old Feeder Canal.

\_\_\_\_\_ according to certain plans and specifications, and

also warranting and guaranteeing the work, for a period of three years  
material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said \_\_\_\_\_

-----Martin, Inc.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

MARTIN, INC. (SEAL)

BY: *Handwritten Signature* (SEAL)

ITS: *Vice President* (SEAL)

Approved this 30 day of March, 1977

*Handwritten Signature*  
*Handwritten Signature*

*Handwritten Signature*  
Board of Public Works.



# LIABILITY BOND

Know All Men by These Presents, That we \_\_\_\_\_  
\_\_\_\_\_  
MARTIN, INC.

as principal, and ---AMERICAN STATES INSURANCE COMPANY OF INDIANAPOLIS, INDIANA---

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SEVENTY

FOUR THOUSAND, THREE HUNDRED FIFTEEN DOLLARS AND NO CENTS

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ 74,315.00)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

MARTIN, INC.

BY: *Paul H. Smith*

ITS: *Vice President*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Approved this 30 day of March, 1977

*Henry P. Weinberg*

*Edward H. Pama*

*May G. Smith*  
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT  
March 21, 1977

# AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Martin, Inc.  
as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Indiana

as Oblige, hereinafter called Oblige, in the amount of Seventy Four Thousand Three Hundred Fifteen and no/100 Dollars (\$74,315.00---), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated March 23, 1977 entered into a contract with Oblige for Resolution No. 5752-1977: Demolish buildings and structures and clearing site at "Old Crown Brewery" building, west of Spy Run Avenue more particularly located on part of Lots #2, and #3 in C.L. Centlivre Brewing Co. Addition and part of Old Feeder Canal. which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Oblige to be in default under the contract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige may arrange for the performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of completing performance of the contract. If completed by the Oblige, and the reasonable cost exceeds the balance of the contract price, the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the contract price as may be required to complete the contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Oblige to Principal under the contract and any amendments thereto, less the amounts heretofore properly paid by Oblige under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 23 rd day of March 19 77

MARTIN, INC.

*Stanley J. Smith*  
Principal

(SEAL)

YASTE, ZENT & RYE, INC.  
Authorized Agents

By: *Arthur C. Zent*

AMERICAN STATES INSURANCE COMPANY

*Harold R. Kirby*  
Surety  
Attorney-in-Fact

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract of Martin, Inc. in amount of \$74,315.00 provides  
for demolition and site clearing of "Old Crown Brewery" site at Spy Run  
and Clinton in preparation for redesign of the intersection by the State.  
This was the low of four bids received.

(PRIOR APPROVAL WAS RECEIVED)

EFFECT OF PASSAGE Prepare site for redesign

EFFECT OF NON-PASSAGE PRIOR APPROVAL RECEIVED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Board of Works from  
Street Bond Fund - \$74,315.00

ASSIGNED TO COMMITTEE

*Finance*